

Anthony M. Keats (Bar No. 123672)
akeats@kmwlaw.com
David K. Caplan (Bar No. 181174)
dcaplan@kmwlaw.com
Konrad K. Gatien (Bar No. 221770)
kgatien@kmwlaw.com
KEATS McFARLAND & WILSON LLP
9720 Wilshire Boulevard
Penthouse Suite
Beverly Hills, California 90212
Telephone: (310) 248-3830
Facsimile: (310) 860-0363

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Attorneys for Plaintiff
LOUIS VUITTON MALLETIER, S.A.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LOUIS VUITTON MALLETIER, S.A.,

Plaintiff,

v.

BROWN AMERICA
INTERNATIONAL, INC., a California
corporation, JAY HONG AHN, an
individual, CROWN BASICS, INC., a
California corporation, JASON AHN, an
individual, and JOHN DOES 1-10,

Defendants.

Case No.: CV 08-04398 PSG (CWx)

**FINAL JUDGMENT UPON
CONSENT WITH RESPECT TO
DEFENDANTS**

Plaintiff, Louis Vuitton Malletier, S.A. (hereinafter “Louis Vuitton” or “Plaintiff”), having filed a Complaint in this action charging defendants Brown America International, Inc., Jay Hong Ahn (a/k/a Jay Ahn, Jay K. Ahn), Crown Basics, Inc. and Jason Ahn, (hereinafter “Defendants”) with federal trademark counterfeiting, federal trademark infringement, federal false designation of origin, federal trademark dilution, federal copyright infringement, state statutory and common law trademark counterfeiting, infringement and unfair competition, state statutory unfair competition, state statutory and common law trademark dilution, and constructive trust, and the parties desiring to settle the controversy between them, it is

ORDERED, ADJUDGED AND DECREED as between the parties that:

1. This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 15 U.S.C. §§ 1116(a) and 1121; 17 U.S.C. § 501; 28 U.S.C. § 1331, and § 1338(a) and (b); and 28 U.S.C. § 1367. Venue in this district is proper pursuant to 28 U.S.C. §§ 1391 (b) and (c). Service was properly made against Defendants and Defendants do not contest service or jurisdiction.

2. Louis Vuitton is organized and existing under the laws of France, with its principal place of business in Paris, France. Louis Vuitton is the sole and exclusive distributor in the United States of goods bearing the Louis Vuitton Trademarks and Louis Vuitton Copyrighted Works (defined below).

3. Louis Vuitton is the owner of all rights in and to numerous federal trademark applications and registrations including without limitation the following:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
LV and Design	2,399,161	October 31, 2000
Flower Design	2,181,753	August 18, 1998
Flower Design	2,177,828	August 4, 1998
Flower Design	2,773,107	October 14, 2003

1 Louis Vuitton is also the owner of the common law Monogram Multicolor Trademark,
2 a modified version of its Toile Monogram Trademark, printed in thirty-three bright
3 Murakami colors on a white or black background. Louis Vuitton's trademarks,
4 including without limitation those specifically identified hereinabove, are hereinafter
5 collectively referred to as the "Louis Vuitton Trademarks." True and correct copies of
6 the Certificates of Registration issued by the United States Patent and Trademark
7 Office evidencing the above-referenced federal trademark registrations are attached to
8 the Complaint and identified as Exhibit 1.

9 4. Louis Vuitton is the owner of certain registrations in the United States
10 Copyright Office including, but not limited to, U.S. Registration No. VA 1-250-121
11 for the Louis Vuitton Multicolor Monogram – Black Print and U.S. Supplementary
12 Registration No. VA-1-365-644 for the Louis Vuitton Multicolor Monogram –Black
13 Print; and U.S. Registration No. VA-1-250-120 for the Louis Vuitton Multicolor
14 Monogram – White Print and U.S. Supplementary Registration No. VA-1-365-645 for
15 the Louis Vuitton Multicolor Monogram – White Print. Louis Vuitton's copyrights,
16 including without limitation the copyrights specifically identified hereinabove, are
17 hereinafter collectively referred to as the "Louis Vuitton Copyrighted Works." True
18 and correct copies of the Certificates of Registration issued by the United States
19 Copyright Office evidencing these federal copyright registrations, as well as a color
20 photograph of the copyrighted works identified therein, are attached to the Complaint
21 and identified as Exhibit 2.

22 5. The Louis Vuitton Trademarks are in full force and effect; and the
23 trademarks thereof and the goodwill of Plaintiff's businesses in connection with which
24 the trademarks are used have never been abandoned.

25 6. Defendants affirm that the entity identified as Crown Basics, Inc. in the
26 complaint is actually a fictitious business name for the defendant Brown America,
27 Inc., and that the individual identified in the complaint as Jay Hong Ahn is also known
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1 as Jay Ahn, Jay K. Ahn. Each such defendant agrees to the terms of this Judgment
2 and agrees to be bound by the terms hereof.

3 7. Plaintiff alleges that Defendants have sold merchandise wrongfully
4 bearing counterfeits of the Louis Vuitton Trademarks and infringements of the Louis
5 Vuitton Copyrighted Works. Defendants enter into this Judgment without admitting
6 liability.

7 8. Defendants and their officers, directors, employees, attorneys, partners,
8 agents, subsidiaries, successors, assigns, affiliates and any and all persons and entities
9 under Defendants' direction or control, or in active concert or participation with any
10 of them, agree to be contractually enjoined and are immediately and permanently
11 enjoined and restrained throughout the world from:

- 12 (a) using any reproduction, counterfeit, copy or colorable imitation of
13 the Louis Vuitton Trademarks to identify any goods or the
14 rendering of any services not authorized by Plaintiff;
 - 15 (b) engaging in any conduct that tends falsely to represent that, or is
16 likely to confuse, mislead, or deceive purchasers, Defendants'
17 customers, and/or members of the public to believe that the actions
18 of Defendants, the products sold by Defendants, or Defendants
19 themselves are connected with Plaintiff, are sponsored, approved,
20 or licensed by Plaintiff, or are in some way connected or affiliated
21 with Plaintiff;
 - 22 (c) affixing, applying, annexing, or using in connection with the
23 manufacture, distribution, advertising, sale, and/or offering for sale
24 or other use of any goods or services, a false description or
25 representation, including words or other symbols, tending to
26 falsely describe or represent such goods as being those of Plaintiff;
 - 27 (d) damaging Plaintiff's goodwill, reputation, and business;
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- 1 (e) infringing the Louis Vuitton Trademarks by manufacturing,
2 importing, producing, distributing, circulating, marketing,
3 advertising, promoting, offering for sale, selling, displaying or
4 otherwise disposing of any products not authorized by Plaintiff
5 bearing any simulation, reproduction, counterfeit, infringement,
6 copy or colorable imitation of the Louis Vuitton Trademarks or
7 Louis Vuitton Copyrighted Works;
- 8 (f) using any simulation, reproduction, counterfeit, infringement, copy
9 or colorable imitation of the Louis Vuitton Trademarks in
10 connection with the promotion, advertisement, display, sale,
11 offering for sale, manufacture, production, circulation or
12 distribution of any unauthorized products in such fashion as to
13 relate or connect, or tend to relate or connect, such products in any
14 way to Plaintiff, or to any goods sold, manufactured, sponsored or
15 approved by, or connected with Plaintiff;
- 16 (g) making any statement or representation whatsoever, or using any
17 false designation of origin or false description, or performing any
18 act, which can or is likely to lead the trade or public; or individual
19 members thereof, to believe that any products manufactured,
20 distributed or sold by Defendants are in any manner associated or
21 connected with Plaintiff, or are sold, manufactured, licensed,
22 sponsored, approved or authorized by Plaintiff;
- 23 (h) directly or indirectly causing the dilution, blurring or tarnishment
24 of the Louis Vuitton Trademarks or using any other name or
25 trademark likely to cause dilution, blurring or tarnishment of any
26 of the Louis Vuitton Trademarks;
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- 1 (i) directly or indirectly copying or appropriating any valid
2 intellectual property rights of Louis Vuitton throughout the world
3 including, but not limited to, trademarks, copyrights, design
4 patents, trade dress or luggage, handbags, shoes, apparel, or
5 accessory designs; and
6 (j) assisting, aiding or abetting any other person or business entity
7 from engaging in or performing any of the above-described acts.

8 9. The jurisdiction of this Court is retained for the purpose of making any
9 further orders necessary or proper for the construction or modification of the
10 settlement agreement between the parties, this Judgment, the enforcement thereof and
11 the punishment of any violations thereof.

12 10. This Judgment shall be deemed to have been served upon Defendants at
13 the time of its execution by the Court.

14 11. The Court expressly determines that there is no just reason for delay in
15 entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil
16 Procedure, the Court directs entry of judgment against Defendants.

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18 Dated: November 24, 2008

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21 _____
22 Hon. Philip S. Gutierrez
23 United States District Judge
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Presented by:

ANTHONY M. KEATS
DAVID K. CAPLAN
KONRAD K. GATIEN
KEATS McFARLAND & WILSON LLP
9720 Wilshire Boulevard, Penthouse Suite
Beverly Hills, California 90212
(310) 248-3830

Konrad K. Gaten
Attorneys for Plaintiff
Louis Vuitton Malletier, S.A.

CONSENTS

The undersigned hereby consent to the entry of the Final Judgment Upon
Consent.

Dated: _____, 2008 BROWN AMERICA INTERNATIONAL, INC.
d/b/a CROWN BASICS, INC.

By: _____

Printed Name: _____

Its: _____

Dated: _____, 2008 JAY HONG AHN a/k/a JAY AHN and JAY K. AHN

By: _____
(SSN: xxx-xx-_____)

Dated: _____, 2008 JASON AHN

By: _____
(SSN: xxx-xx-_____)